

REMARKS

This is in response to the Office Action dated February 4, 2005. Claims 9-18 are pending.

The drawings stand objected to in paragraph 1 of the Office Action. The drawing objection is respectfully traversed. Reference numeral 30 is provided to point to a general area where the substrate 21 can be attached to the A-pillar itself or some other attachment mechanism (e.g., see paragraph 0024). Thus, numeral 30 does point to an intended area for attachment, and is respectfully submitted to be correct.

The disclosure formality objections in paragraphs 2-3 of the Office Action have been addressed in the specification amendments set forth above.

Claim 10 stands rejected under Section 112, second paragraph. This Section 112 rejection is respectfully traversed. Claim 10 recites "comprising first and second elongated approximately parallel legs." Since this is the first time these legs are mentioned in the claims, there is no need for previous antecedent basis for the same. Moreover, since the legs are not referred to as "said" or "the" legs, there is no need for previous antecedent basis for the same. Thus, it is respectfully submitted that claim 10 is clear and definite, and that there is no antecedent basis issue with the claim.

Claim 9 stands rejected under 35 U.S.C. Section 102 as being allegedly anticipated by each of Kelly and Dupuy. These Section 102 rejections are respectfully traversed for at least the following reasons. Initially, it is noted that applicant does not agree with these rejections and does not acquiesce in any respect, but the claims have been amended in any event in order to expedite prosecution.

Claim 9 as amended requires that “no portion of the polymer inclusive substrate covers any outer side portion of the vehicle window on a side of the window engaged by the flexible lip or leg.” For example and without limitation, Fig. 2 of the instant application illustrates that no portion of the polymer inclusive substrate 21 covers any outer side portion of the vehicle window 25 on a side of the window 25 engaged by the flexible lip 23b.

Kelly and Dupuy both fail to disclose or suggest at least the aforesaid underlined feature of claim 9. Kelly in Fig. 3 discloses that the alleged substrate 32 covers parts of both the interior and exterior sides of the window 46, thereby teaching the opposite of what claim 9 requires. Moreover, Dupuy in Fig. 2b also discloses that the alleged substrate 18 covers parts of both the interior and exterior sides of the window 14, again teaching the opposite of what claim 9 requires. Thus, it can be seen that both cited references teach directly away from the invention of claim 9, and are entirely unrelated to the same.

Claim 17 requires that “no portion of the polymer inclusive substrate covers any outer side portion of the vehicle window on a side of the window engaged by the flexible lip or leg.” The cited art fails to disclose or suggest this.

It is respectfully requested that all rejections be withdrawn. All claims are in condition for allowance. If any minor matter remains to be resolved, the Examiner is invited to telephone the undersigned with regard to the same.

RANDAZZO

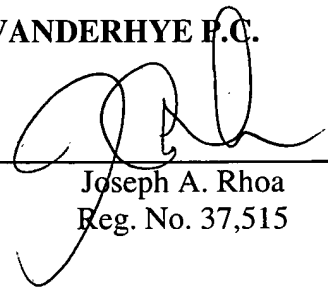
.. Appl. No. 10/785,196

July 5, 2005

Respectfully submitted,

NIXON & VANDERHYE P.C.

By: _____

A handwritten signature in black ink, appearing to read 'J. Rhoa', is written over a horizontal line.

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